



**HEALTHCARE PROVIDERS
PROFESSIONAL LIABILITY INSURANCE**

COMMON POLICY CONDITIONS

We are the stock insurance company designated on the **certificate of insurance**. In consideration of the premium charged, and in reliance upon all statements made and information furnished to us, and subject to the provisions of this policy, we agree with **you** as follows:

I. TERMS AND CONDITIONS

The terms and conditions of each Coverage Part apply only to that Coverage Part and shall not apply to any other Coverage Part. If any provision in the Common Policy Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.

II. DUTIES AS THE FIRST NAMED INSURED ON THE CERTIFICATE OF INSURANCE

The first **named insured**, on behalf of all of **you**, will be:

- A. authorized to make changes in the terms of this policy with our consent;
- B. the payee of any premiums we refund;
- C. responsible for:
 - 1. the payment of all premiums due;
 - 2. keeping records of the information we need for premium computation, and sending us copies at such times as we may request;
 - 3. notifying us that the **named insured** wants to cancel this policy.

III. ASSISTANCE AND COOPERATION

In the event of a **claim**, **you** shall:

- A. fully cooperate with us, or our designee, in the making of settlements, the conduct of suits or other proceedings, enforcing any right of contribution or indemnity against another who may be liable to **you** because of **injury** or **damage**;
- B. attend hearings, deposition and trials, assist in securing and giving of evidence, and assist in obtaining the attendance of witnesses;
- C. refuse, except at **your** own cost to voluntarily make any payment, assume any obligation or incur any expense without our written consent.

IV. SEPARATION OF INSUREDS

This policy applies separately to each of **you** against whom a **claim** is brought except with respect to:

- A. the limits of liability; and
- B. any of **your** duties as the first **named insured** on the **certificate of insurance**.

V. CHANGES

Notice to any person, other than our program administrator, or knowledge possessed by such person, shall not act as a waiver or change any part of this policy. It also will not prevent us from asserting any rights under the provisions of this policy. None of the provisions of this policy will be waived, changed or modified except by written endorsement issued to form a part of this policy.

At some time, we may make changes in our insurance policy forms. Where appropriate, these changes must conform to and be filed with state insurance supervisory authorities for approval. If, during **your policy period**, we make a policy change that extends or broadens **your** coverage, without increasing **your** premium, **your** coverage will automatically include such extension or broadening, on the effective date the change is approved in **your** state, except that this will not apply to **claims** that were reported to us prior to the effective date of such revision.

VI. TRANSFER OF INTEREST

You must first obtain our written consent to transfer or assign this policy. If **you** die, the policy will continue for the remaining part of the **policy period**; first, for the benefit of **your** legal representative while acting within their duties as such, and second, for the benefit of anyone having proper temporary custody of **your** property until a legal representative is appointed.

VII. CONCEALMENT, MISREPRESENTATION, FRAUD

This policy is void in any case of fraud by **you** relating to it. It is also void if **you** intentionally conceal or misrepresent a material fact or circumstance concerning:

- A. this policy;
- B. any covered property or **your** interest in the covered property; or
- C. this insurance.

VIII. AVAILABILITY OF OTHER COVERAGE

This Policy is written as specific excess insurance over the insurance policy, self-insured retention, deductible, indemnification agreement, trust agreement, patient compensation fund or other fund or risk transfer arrangement of any sort ("other insurance") provided by a third party. If any "other insurance" is available to **you**, such "other insurance" must pay first. It is the intent of this Policy to apply only to the amounts covered under this Policy which exceed the available limit of any "other insurance" whether primary, contributory, excess, contingent, or otherwise. As such, this Policy will not contribute with any such "other insurance".

IX. INSURANCE UNDER MORE THAN ONE COVERAGE

If more than one of this policy's coverages apply to the same **injury** or **damage**, we will not pay more than the limit of liability of the Coverage Part most applicable to the type of **injury** or **damage** sustained, or the actual amount of the **injury** or **damage**, whichever is less.

X. TRANSFER OF RIGHTS OF RECOVERY

If any of **you** for whom we make payment under this policy have rights to recover amounts from another, those rights are transferred to us to the extent of our payment. **You** must do everything necessary to secure our rights and must do nothing after **injury** or **damage** to impair them.

XI. LEGAL ACTION LIMITATION

You may not bring any legal action against us concerning this policy until:

- A. **you** have fully complied with all the provisions of this policy; and
- B. the amount of **your** obligation to pay has been decided. Such amount can be set by judgment against **you** after actual trial or by written agreement between **you**, the claimant and us.

Any entity, or their legal representative, is entitled to recover under this policy after they have secured a judgment or written agreement. Recovery is limited to the extent of the insurance afforded by this policy. No entity has any right under this policy to include us in any action against **you** to determine **your** liability, nor will we be brought into such an action by **you** or **your** representative. If **you** or **your** estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

XII. PREMIUM

All premium charges under this policy will be computed according to our rules and rating plans that apply at the inception of the current **policy period**. All premiums are fixed and payable when due. They may be paid to us or our program administrator. The first premium is due on the inception date of the policy. We compute the premium **you** pay for this policy using information available prior to the effective date of the policy.

XIII. NON-RENEWAL/CANCELLATION

This policy may be non-renewed or cancelled by us in accordance with requirements specified by the **named insured's** state insurance supervisory authorities and attached by amendatory endorsement to this policy.

The **named insured** first named on the **certificate of insurance** can cancel this policy at any time. To do so, such **named insured** must mail a written notice to us, telling us when the cancellation is to be effective.

XIV. RIGHT TO CLAIM INFORMATION

Upon the written request of the **named insured**, we will provide the **named insured** with the following information relating to this and any preceding policy we have issued to the **named insured** during the previous three years:

- A. A list or other record of each **claim**, not previously reported to any other insurer, of which we were notified in accordance with these policy Conditions. We will include the date and brief description of the **claim** if that information was in the notice we received.
- B. A summary by policy year, of **claim** status and payments made, stated separately, for each Aggregate Limit of Liability shown on the **certificate of insurance**.

You must not disclose this information to any claimant or their representative without our written consent.

We compile **claim** information for our own business purposes and exercise reasonable care in doing so. In providing this information to the **named insured**, we and our program administrator make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on **your** behalf. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

XV. TERRITORY

This policy applies to **claims** brought against **you** in the United States of America, including its territories and possessions, Puerto Rico or Canada.

XVI. HEADINGS

The descriptions in the headings and subheadings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

XVII. DEFINITIONS

For purposes of this Policy, words in bold have the meaning set forth below. However, any bolded word referenced in these Common Policy Conditions but defined in a Coverage Part shall, for purposes of coverage under that Coverage Part, have the meaning set forth in that Coverage Part.

"Area of specialization" means body of knowledge or expertise attained through experience and training in the profession specified on the **certificate of insurance**.

"Asbestos" means the mineral in any form whether or not the **asbestos** was at any time:

1. airborne as a fiber, particle or dust;
2. contained in or formed a part of a product, structure or other real or personal property;
3. carried on clothing;
4. inhaled or ingested; or
5. transmitted by any other means.

“**Auto**” means a land motor vehicle, trailer or semi-trailer designed for use on public roads. Any attached apparatus or machinery is included. Mobile equipment is not included.

“**Business Premises**” means the established primary practice location of the **named insured** business entity and approaches immediately adjoining this location.

“**Certificate of Insurance**” means the page of the policy, containing specific information about the **named insured**, including, but not limited to its **policy period**, limits of liability, premium, and policy number.

“**Claim**” means a demand for money or services alleging **injury** or **damage**. **Claim** also means the filing of a suit or the starting of arbitration proceedings naming **you** and alleging **injury** or **damage**.

“**Claim Expenses**” means:

1. fees charged by an attorney we designate; and
2. all other fees, costs and expenses, including interest on that part of any judgment that does not exceed the limit of **your** coverage, which result from the investigation, adjustment, defense and appeal of a **claim**.

These expenses must be incurred by us, or by **you** with our prior written consent.

“**Claim Expenses**” does not include:

1. salary charges of our regular **employees** or company officials; or
2. fees and expenses of independent adjusters.

“**Consulting Services**” means the rendering of advice or recommendations in **your area of specialization**, and the services related to the implementation of such advice or recommendations, performed by **you** for others. **Consulting services** also includes **expert witness** testimony by **you** for others, which is directly associated with **your area of specialization**.

“**Damage**” means:

1. physical **injury** to tangible property, including all resulting loss of use of that property; or
2. loss of use of tangible property that is not physically injured.

“**Employee**” means an individual whose work is engaged and directed by the **named insured**.

“**Expert Witness**” means one, who by reason of education or specialized experience, possesses superior knowledge respecting a subject, to assist the trier of fact, judge, jury or counsel in the understanding of complicated and technical subjects.

“**Family member**” means any person related to **you** by blood, marriage or adoption, whether or not living in **your residence**, including wards and foster children. It also means any person not related to **you** who is residing in **your** home.

“**Hazardous Properties**” means any radioactive, toxic or explosive properties.

“**Hostile Fire**” means one that becomes uncontrollable or breaks out from where it was intended to be.

“**Injury**” has the meaning set forth in each individual coverage part.

“**Named Insured**” means the individual healthcare provider or business entity named on the **certificate of insurance** as the **named insured**.

“**Nuclear Facility**” means:

1. any **nuclear reactor**;
2. any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium,
 - b. processing or utilizing **spent fuel**, or
 - c. handling, processing or packaging **waste**;

3. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the **named insured's** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; or
5. any site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear Material" means "byproduct material", "source material", and/or "special nuclear material" as defined in the Atomic Energy Act of 1954 and any of its amendments.

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to **damage** to or destruction of property, the word **damage** or destruction includes all forms of radioactive contamination of property or loss of use.

"Personal Injury" means **injury** arising out of one or more of the following offenses committed in the conduct of **your professional services**:

1. testimony given at or arising out of inquests;
2. malicious prosecution;
3. false arrest, detention, imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy;
4. libel, slander or other disparaging materials;
5. a violation of an individual's or entity's right to privacy;
6. **assault**, battery, mental anguish, mental shock or humiliation;
7. misappropriation of advertising ideas, trade secrets, or style of doing business; or
8. infringement of patent, copyright, trademark, trade name, trade dress, service mark, service name, logo, title or slogan.

"Placement Services" means your responsibilities for arranging and qualifying suitable work for eligible healthcare providers.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**. **Waste** includes materials to be recycled, reconditioned or reclaimed. **Pollutants** does not mean heat, smoke or fumes from a **hostile fire**.

"Policy Period" means the time from 12:01 A.M. on the inception date of this Policy to the earlier of 12:01 A.M. of the expiration, termination or cancellation date of this Policy. All times are determined by the **named insured's** address as set forth in the **certificate of insurance**.

"Professional Services" means those services for which **you** are licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the regulatory agency responsible for maintaining the standards of the profession(s) shown on the **certificate of insurance** and which **you** perform as, or on behalf of, the **named insured**. **Professional services** also means **your** services while acting in the profession(s) shown on the **certificate of insurance** as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

"Residence" means the established primary personal **residence** of the **named insured** individual healthcare provider and approaches immediately adjoining such **residence**.

"Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

"Waste" means any product containing **nuclear material** other than the tailings produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **nuclear material** content; or

resulting from the operation by any entity of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

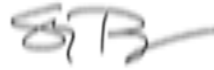
“Workplace” means any location used by **you** to provide **professional services**.

“You” or **“Your”** has the meaning set forth in each Coverage Part.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairperson and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the **Certificate of Insurance** and payment of the applicable premium.



Chairman of the Board



Secretary

Specimen